IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA12-814
DIVISION: 55

ANDREA SAIA,

Plaintiff,

vs.

CYNTHIA A. LAUDENSLAGER,

Defendant.
_______________________________/

MOTION FOR LEAVE TO AMEND COMPLAINT AND MEMORANDUM OF LAW IN SUPPORT THEREOF

COMES NOW, Plaintiff, Andrea Saia, by and through her undersigned counsel, hereby moves this Court for entry of an order allowing her to file an Amended Complaint, a copy of which is attached hereto as Exhibit "A" and as grounds therefore states as follows:

1. Based upon the discovery that has been conducted to date, Plaintiff's Complaint needs to be amended as set forth in the Amended Complaint attached hereto. Plaintiff's Complaint needs to be amended to allege further factual support for Plaintiff's position and to add another party to the lawsuit.

2. Plaintiff seeks to amend the Complaint to add James W. Laudenslager as a Defendant. At the time that the Complaint was filed, Mr. Laudenslager was in bankruptcy court. Although

EXHIBIT D

Plaintiff believes that her claim against Mr. Laudenslager arose after the filing of the bankruptcy action, in an abundance of caution, Plaintiff did not initially name him as a defendant in this action. The bankruptcy action has concluded and Plaintiff was not named as a creditor in the bankruptcy action. As a result, even if Plaintiff's claim arose before the bankruptcy filing, it would not have been discharged.

3. This case is not set for trial.

4. Discovery is ongoing and has not yet been completed.

5. Defendant will not be prejudiced by the amendments. Conversely, Plaintiff will be greatly prejudiced should this Court not allow the amendments to fully and accurately set forth Plaintiff's position in this case.

6. The amendment is necessary to more accurately set forth Plaintiff's position, and to ensure all responsible parties are included in this lawsuit.

WHEREFORE, Plaintiff, Andrea Saia, respectfully requests this Honorable Court grant this Motion for Leave to Amend Complaint.

PLAINTIFF'S MEMORANDUM OF LAW IN
SUPPORT OF ITS MOTION FOR LEAVE TO AMEND COMPLAINT

Florida law provides for the free amendment of pleadings. See, e.g., Rule 1.190(b), Florida Rules of Civil Procedure; Carib Ocean Shipping, Inc. v. Armas, 854 So. 2d 234, 235-36 (Fla. 3d DCA 2003); Anglo Am. Auto Auctions, Inc. v. Tuminello, 732 So. 2d 1218, 1221 (Fla. 5th DCA 1999); Wayne Creasy Agency, Inc. v. Maillard, 604 So. 2d 1235, 1236 (Fla. 3d DCA 1992); Moline v. Square Builders of Ormond Beach, Inc., 557 So. 2d 963, 963 (Fla. 5th DCA 1990); and Azemco (N. Am.), Inc. v. Brown, 553 So. 2d 1245, 1245-46 (Fla. 3d DCA 1989).

Pursuant to Florida law, leave to amend a pleading shall be freely given when justice so requires. See Fla. R. Civ. P. 1.90(a). Importantly, the rationale behind this policy is that the public is best served if a controversy is decided on the merits and not on the basis of a procedural default. See, e.g., Dimick v. Ray, 774 So. 2d 830, 833 (Fla. 4th DCA 2000). Under the rule, the test of prejudice is the primary consideration in determining whether a motion for leave to amend should be granted, and leave to amend should not be denied unless the privilege has been abused or the pleading is clearly not amendable. See Anglo Am. Auto Auctions, Inc. v. Tuminello, 732 So. 2d 1218, 1221 (Fla. 5th DCA 1999); Leavitt v. Garson, 528 So. 2d 108, 110 (Fla. 4th DCA 1988). In fact, Florida law is well settled that leave to amend a pleading should not be denied unless allowing the amendment would prejudice the opposing party, the privilege to amend has been abused, or amendment would be futile. See Video Indep. Med. Examination, Inc. v. City of Westin, 792 So. 2d 680, 681 (Fla. 4th DCA 2001).

Furthermore, a denial of leave to amend a pleading is an abuse of discretion where the proffered amendment indicates that a plaintiff can state a cause of action. See Wayne Creasy Agency, Inc. v. Maillard, 604 So. 2d 1235, 1236 (Fla. 3d DCA 1992); Assad v. Mendell, 550 So. 2d 52, 54 (Fla. 3d DCA 1989). Critically, the same holds true where a defendant demonstrates that he could prevail with the assertion of a properly available defense. See, e.g., Wayne Creasy Agency, Inc., 604 So. 2d at 1236; Florida Power & Light Co. v. Crabtree Constr. Co., Inc., 283 So. 2d 570, 572-73 (Fla. 4th DCA 1973) (holding that the trial court's refusal to grant a garnishee's motion for leave to amend answer to writ of garnishment was an abuse of discretion where there was no indication that the plaintiff would have been prejudiced by the amendment).

Finally, although the liberality in granting leave to amend diminishes as the case progresses to trial, at every stage of the action the court must disregard any error or defect in the proceedings which does not affect the substantial rights of the parties. See Azemco (N. Am.), Inc. v. Brown, 553 So. 2d 1245, 1245-46 (Fla. 3d DCA 1989) (citing Fla. R. Civ. P. 1.190(e)) (holding that the trial judge abused his discretion in failing to permit the defendant to amend its answer in the month prior to the trial to raise mitigation of damages as an affirmative defense because the opposing party had actual notice of the possibility that the defense would be raised); Moline v. Square Builders of Ormond Beach, Inc., 557 So. 2d 963, 963 (Fla. 5th DCA 1990) (holding that the trial court abused its discretion in disallowing a motion for amendment made 54 days before trial); Carib Ocean Shipping, Inc. v. Armas, 854 So. 2d 234, 235-36 (Fla. 3d DCA 2003) (holding that the trial court abused its discretion in denying defendant's motion to amend to assert an additional affirmative defense, even though the motion to amend was made shortly before the scheduled trial date, because the "justice" factor more than outweighs any prejudice).

Accordingly, Defendant will not be prejudiced by Plaintiff's amendment of its Amended Complaint. In fact, Plaintiff would be prejudiced if said amendment was not allowed. As such, this Court should grant Plaintiff's Motion for Leave to Amend Complaint.

By: ______________________
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to **Jeffrey J. Sneed, Esquire,** 599 Atlantic Blvd., Suite 4, Atlantic Beach, Florida, 32233, jeffsneed@comcast.net and jeffreysneedpa@comcast.net via E-mail Transmission and Facsimile, this 30th day of May, 2013.

____
Attorney

Exhibit "A"

IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA12-814
DIVISION: 55

ANDREA SAIA,

Plaintiff,

vs.

CYNTHIA A. LAUDENSLAGER
and JAMES W. LAUDENSLAGER,

Defendants.
_______________________________/

AMENDED COMPLAINT

COMES NOW, Plaintiff, Andrea Saia ("Saia"), by and through her undersigned counsel, and sues Defendants, Cynthia A. Laudenslager and James W. Laudenslager (when referred to collectively, the "Laudenslagers"), and alleges as follows:

JURISDICTION

1. This Court has jurisdiction over this dispute because this Complaint seeks damages in excess of $15,000.00, exclusive of interest, costs, and attorney's fees.

2. The contract giving rise to this Complaint was entered into in St. Johns County, Florida.

3. The real property at issue is located in St. Johns County, Florida.

4. Venue is proper in St. Johns County, Florida.

5. This Court has jurisdiction over all matters alleged herein.

GENERAL ALLEGATIONS

6. At all times material, Cynthia and John Laudenslager owned the real property located at 2433 S. Ponte Vedra Blvd., Ponte Vedra Beach, Florida 32082 (the "Property").

7. The Laudenslagers, on the one hand, and Saia, on the other hand, entered into a Residential Contract for Sale & Purchase, including two Comprehensive Riders to the Residential Contract for Sale & Purchase, and a Seller's Real Property Disclosure Statement (collectively the "Agreement"); a copy of which is attached hereto as Composite Exhibit "A" and is hereby incorporated by reference, by which the Laudenslagers agreed to sell and convey title to the Property to Saia.

8. Prior to the entry of the Agreement, Cynthia and John Laudenslager divorced.

9. As such, the Property, following the divorce, was owned by Cynthia A. Laudenslager and John W. Laudenslager, as tenants in common.

10. John W. Laudenslager continued to reside in the Property following his divorce from Cynthia A. Laudenslager. John W. Laudenslager treated his one-half interest in the Property as his homestead.

11. Pursuant to the terms of the Agreement, this was an all-cash transaction.

12. As a result, the Laudenslagers knew that Saia would have to draw upon funds from her brokerage account in order to have the funds available for closing.

13. The closing date for the purchase and sale transaction required by the Agreement was amended from time to time, but the time for the closing was ultimately established as the final closing date being on or before April 5, 2012. A copy of the amendment establishing the latest closing date is attached hereto as Exhibit "B".

14. Just days before the scheduled closing on sale of the Property, on or about March 30, 2012, John W. Laudenslager, filed a Petition in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, seeking bankruptcy relief (the "Bankruptcy Petition").

15. It does not appear that John W. Laudenslager listed the Agreement as an executory contract in his Bankruptcy Schedules.

16. However, despite the filing of John W. Laudenslager's Bankruptcy Petition, Plaintiff was ready, willing and able to pay the purchase price set forth in the Agreement and close on the Property.

17. As set forth above, the new closing date established said deadline for the sale of the Property from the Laudenslagers to Plaintiff of April 5, 2012.

18. Through no action or fault of Saia's own, the Laudenslagers failed and refused to convey title to the Property to Saia on or before April 5, 2012.

COUNT I - BREACH OF CONTRACT

19. Saia adopts by reference and realleges the allegations of paragraphs 1 through 18 as if fully set forth herein.

20. Pursuant to the Agreement, the Laudenslagers were required to convey title to the Property at the closing.

21. The Laudenslagers breached the Agreement by, *inter alia*, failing to convey title to the Property at the scheduled closing date of April 5, 2012.

22. In addition, the Laudenslagers breached the Agreement by failing to take reasonable diligent efforts to remove title defects on the Property.

23. Specifically, James W. Laudenslager filed his Bankruptcy Petition on or about March 30, 2012; failed to disclose the Agreement as an executory contract in Schedule G of his Bankruptcy Schedules; failed to identify the Agreement or Andrea Saia in any capacity within his Bankruptcy Schedules; failed to file any motion with the bankruptcy court, or otherwise make request upon the Trustee, for permission to

proceed with closing on the Property pursuant to the terms of the Agreement; and instead sought to avoid certain debts associated with the Property that would have been paid out of the closing proceeds if the sale of the Property had taken place as scheduled in accordance with the terms of the Agreement.

24. Cynthia A. Laudenslager specifically failed, prior to the scheduled closing, to seek any relief from the bankruptcy court or bankruptcy trustee that would have allowed the parties to complete the transaction subject to the terms of the Agreement.

25. As a direct and proximate result of said breach of the Agreement, Saia has been damaged in that she has incurred expenses, costs, investigative and inspection expenses, significant tax consequences, damages and other expenses in reliance upon the Laudenslagers' fulfillment of their obligation to convey title to the Property according to the terms of the Agreement.

26. Since, according to the Agreement, this was an all-cash purchase with Saia not obtaining any financing for the purchase, it was well within the contemplation of the parties that Saia would use her personal funds to purchase the Property and that any delay or cancellation of the purchase of the Property would cost Saia damages associated with the liquidation

of certain assets in order to use her personal money for the purchase of this Property.

27. As a direct and proximate result of the liquidation of some of Saia's financial interests and assets in anticipation of funding the purchase price of the closing anticipated by the Agreement, Saia has lost interest on the sum of $760,000.00 which she liquidated in anticipation of the closing. In addition, Saia incurred significant tax consequences, lost appreciation and lost dividends, related to the sale of securities to fund the purchase price Saia is entitled to recover special damages related to the sale of her Proctor & Gamble, and Novartis securities; as well as her travel, hotel, and meal expenses, as well as lost income, in coming to Florida for the scheduled closing.

28. Additionally, Saia incurred investigation expenses, inspection expenses, travel expenses, lost wages and other special expenses in anticipation of the closing of the Property pursuant to the Agreement, all of which the Laudenslagers are liable.

29. Saia's damages were within the contemplation, knowledge and intent of the parties at the time that the Agreement was executed.

30. As such, Saia's damages are fully recoverable under Florida law from the Laudenslagers.

31. As a direct and proximate result of the Laudenslagers' breach of their obligations under the Agreement, Saia has been damaged in that she has lost the use and benefit of the funds expended by her; incurred significant tax consequences related to the sale of securities to come up with the funds for closing; lost appreciation and dividends on the securities sold; incurred travel, hotel and meal expenses to come to Florida for the scheduled closing; lost income relating to her time in Florida for closing; and incurred costs for inspections and other fees relating to the Property; all in anticipation of the closing on the Property as required by the Agreement.

32. As a result of the Laudenslagers' breach of the Agreement, Saia hired the law firm of Heekin, Malin & Wenzel, P.A., and agreed to pay a reasonable fee for services rendered.

33. Saia has also incurred attorney's fees, for which the Laudenslagers are liable under the express terms and conditions of the Agreement.

34. All conditions precedent to the institution, maintenance and conclusion of this action have been performed, waived or excused.

WHEREFORE, Plaintiff, Andrea Saia, demands judgment against Defendants, Cynthia A. Laudenslager and James W. Laudenslager, for compensatory damages, special damages, interest, costs, attorney's fees, and such other relief as this Court deems just and proper.

COUNT II - BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

35. Saia adopts by reference and realleges the allegations of paragraphs 1 through 18 as if fully set forth herein.

36. The Laudenslagers have breached an express term of the Agreement by, *inter alia*, failing to close on the Property pursuant to the Agreement, and failing to take reasonable diligent efforts to remove title defects on the Property.

37. The Laudenslagers' actions were conscious and deliberate.

38. Specifically, James W. Laudenslager consciously and deliberately filed for Bankruptcy on or about March 30, 2012, which was six days prior to the scheduled closing date; failed to disclose the Agreement as an executory contract in Schedule G of his bankruptcy schedules; failed to identify the Agreement or Andrea Saia in any capacity in his bankruptcy schedules; failed to file any motion with the bankruptcy court, or make request upon the bankruptcy trustee, for permission to proceed with closing on the Property pursuant to the terms of the Agreement; and instead sought to avoid certain debts associated with the Property that would have been paid out of the closing proceeds

if the sale of the Property had taken place, as scheduled in accordance with the terms of the Agreement.

39. Cynthia A. Laudenslager consciously and deliberately failed, prior to the scheduled closing, to seek any relief from the bankruptcy court or trustee, that may have allowed the parties to complete the transactions subject to the terms of the Agreement.

40. Due to the Laudenslagers' actions, the Laudenslagers failed to convey title to the Property to Saia.

41. The Laudenslagers' actions unfairly frustrated the purpose of the Agreement and expectations of Saia under the Agreement.

42. As a direct and proximate result of the Laudenslagers' breach of their obligations under the Agreement, Saia has been damaged in that she has lost the use and benefit of the funds expended by her; incurred significant tax consequences related to the sale of securities to come up with the funds for closing; lost appreciation and dividends on the securities sold; incurred travel, hotel and meal expenses to come to Florida for the scheduled closing; lost income relating to her time in Florida for closing; and incurred costs for inspections and other fees relating to the Property; all in anticipation of the closing on the Property as required by the Agreement.

43. Saia has also incurred attorney's fees, for which the Laudenslagers are liable under the express terms and conditions of the Agreement.

44. All conditions precedent to the institution, maintenance and conclusion of this action have been performed, waived or excused.

WHEREFORE, Plaintiff, Andrea Saia, demands judgment against Defendants, Cynthia A. Laudenslager and James W. Laudenslager, for compensatory damages, special damages, interest, costs, attorney's fees, and such other relief as this Court deems just and proper.

HEEKIN, MALIN & WENZEL, P.A.

By: ______________________

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Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

PARTIES: CYNTHIA A LAUDENSLAGER and JAMES W LAUDENSLAGER ("Seller"), and Andrea Sala ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 2433 S PONTE VEDRA BLVD , PONTE VEDRA BCH, FL 32082-

(b) Property is located in: Saint Johns County, Florida. Real Property Tax ID No: 1430700000

(c) Legal description of the Real Property: 8-6 S PONTE VEDRA BCH LOT 16 BLK F OR990/901 &1172/1399(Q/C) & 3187/408(FJ/DM)

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

☒ Refrigerator(s)	☒ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☒ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☐ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☐ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: ______

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: ______

2. PURCHASE PRICE (U.S. currency): .... $ 760000

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) $ 10000

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date) or ☒ is to be made within ____ (if blank, then 3) days after Effective Date

Escrow Agent Information: Name: Davidson Realty, Inc.

Address: 100 East Town Place, St. Augustine, FL 32092 Phone: 904-940-6000

E-mail: sevans@davidsonrealtyinc.com Fax: 904-940-5006

(b) Additional deposit to be delivered to Escrow Agent within ____ (if blank, then 3) days after Effective Date........ $______

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 .... ______

(d) Other: ________ ______

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds........ $ 750000

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before February 3, 2012, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on on or before 3/30/12 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials AS Page 1 of 11 Seller's Initials [signature] [signature]

Cynthia Laudenslager

Composite

EXHIBIT A

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5. **EXTENSION OF CLOSING DATE:**
(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.
(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within ______ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall, at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy, except with respect to any items identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement, treatment or remedy.

7. **ASSIGNABILITY: (CHECK ONE)** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. **FINANCING:**
☒ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.
☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA loan on the following terms within ______ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of $____________ or ______ % of the Purchase Price, at an initial interest rate not to exceed ______ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of ______ years ("Financing").

Buyer will make mortgage loan application for the Financing within ______ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

Buyer's Initials DS Page 2 of 11 Seller's Initials

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other: Seller to provide New Topographic Survey within 10 days of acceptance of contract
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

Seller will pay the following amounts/percentages of the Purchase Price for the following costs and expenses: (i) up to $ 0.00 or ______ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and (ii) up to $ 0.00 or ______ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and (iii) up to $ ______ or ______ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit"). If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual cost of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- ~~Survey (and elevation certification, if required)~~ CL [initials]
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other:
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance

AS [initials]

(c) TITLE EVIDENCE AND INSURANCE: At least ______ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (CHECK ONE):

[X] (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

[ ] (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

[ ] (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ ______ (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

AS [initials]

(d) ~~SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.~~ CL CL CL [initials]

(e) HOME WARRANTY: At Closing, [ ] Buyer [ ] Seller [X] N/A will pay for a home warranty plan issued by ______ at a cost not to exceed $ ______. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an

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improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

[X] (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

12. PROPERTY INSPECTION AND REPAIR: 45 [handwritten initials]

(a) **INSPECTION PERIOD:** By the earlier of ~~15~~ days after Effective Date or 5 days prior to Closing Date ("Inspection Period"), Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

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(b) GENERAL PROPERTY INSPECTION AND REPAIR:

(i) General Inspection: Those items specified in Paragraph 12(b)(ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller either a written notice or a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) Property Condition: The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles will be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to, pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) General Property Repairs: Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b)(ii) above. Seller will, within 5 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third Professional Inspector, whose written report will be binding on the parties.

If costs to repair General Repair Items equals or is less than the General Repair Limit, Seller will have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:

(i) WDO Inspection: The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) WDO Repairs: If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller will, within 5 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller will have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this

Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(d) INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:

(i) Permit Inspection: Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property.

(ii) Close-Out of Building Permits: Seller will, within 5 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

(f) REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter.

This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES.** If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract

Buyer's Initials ______ Page 8 of 11 Seller's Initials ______

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) LOCATION: Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) CLOSING DOCUMENTS: At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.

(iii) PROCEDURE: The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(a) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a

Buyer's Initials AS ______ Page 9 of 11 Seller's Initials ______ ______

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. "As Is"
- ☒ L. Right to Inspect/ Cancel
- ☐ M. Defective Drywall
- ☒ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☒ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☒ Other Sellers Disclosure

Buyer's Initials AS Page 10 of 11 Seller's Initials [signatures]

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20. ADDITIONAL TERMS: ____

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: DocuSigned by: Andrea Saia [signature] Date: 2/2/2012

Buyer: ______________________ Date: ____________

Seller: [signature] Date: 2/2/12

Seller: [signature] Date: 2/2/12

Buyer's address for purposes of notice
____
____
____

Seller's address for purposes of notice
Cynthia Laudenslager - 4 La Playa St.
Monterey CA. 93940
John Laudenslager 33[illegible] [illegible] [illegible] [illegible]
32082

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Suzy A Evans
Cooperating Sales Associate, if any

David J Darch
Listing Sales Associate

Davidson Realty Inc
Cooperating Broker, if any

Ponte Vedra Club Realty Inc
Listing Broker

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Comprehensive Rider to the Residential Contract For Sale And Purchase

FloridaRealtors®

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between CYNTHIA A LAUDENSLAGER and JAMES W LAUDENSLAGER (SELLER) and Andrea Sala (BUYER) concerning the Property described as 2433 S PONTE VEDRA BLVD , PONTE VEDRA BCH, FL 32082- 8-6 S PONTE VEDRA BCH LOT 18 BLK F OR990/801 &1172/1399(Q/C) & 3187/408(FJ/DM)

Buyer's Initials AS ________ Seller's Initials CL JL

L. RIGHT TO INSPECT AND RIGHT TO CANCEL

1. In lieu of the Inspection Period set forth in Paragraph 12(a), Buyer shall have 45 (if blank, then 15) days from Effective Date ("Right To Inspect Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Right To Inspect Period. Any inspections permitted under Paragraph 12 which Buyer desires to make must be completed during the Right To Inspect Period.

2. If this Contract is terminated or the transaction contemplated by this Contract does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. This provision shall survive termination of this Contract.

3. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice to Seller on or before expiration of the Right To Inspect Period and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract, except as provided in Subparagraph 2, above.

4. If Buyer elects to proceed with this Contract or fails to timely terminate this Contract on or before expiration of the Right To Inspect Period, then this Contract will remain in effect and:
   (a) If, during the Right To Inspect Period, Buyer has conducted inspections permitted by Paragraph 12 and timely reports to Seller in writing within the Right To Inspect Period any items requiring repair, replacement, treatment, or the need to obtain and close Permits under such Paragraph 12, then Seller shall pay up to the applicable amounts required by Paragraph 9(a)(i),(ii), or (iii); or
   (b) If, during the Right To Inspect Period Buyer: (i) fails to conduct inspections permitted by Paragraph 12, or (ii) conducts inspections, but fails to timely deliver to Seller a written notice or report required by Paragraphs 12 (b), (c), or (d), then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported.

5. If this Contract does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

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Comprehensive Rider to the Residential Contract For Sale And Purchase

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Buyer's Initials AS ________ *Seller's Initials* CL JL

Z. BUYER'S ATTORNEY APPROVAL

This Contract is contingent upon Buyer's attorney approving this Contract. If Buyer's attorney disapproves this Contract, then Buyer may terminate this Contract by delivering written notice to Seller on or before Mar 1, 2012, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

Ponte Vedra Club Realty

REALTOR®

SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

Seller(s) Name(s): Cindy Laudenslager / James Laudenslager

Property Address: 2433 S. Ponte Vedra Blvd.

SELLER HAS ☐ HAS NEVER ☒ OCCUPIED THE PROPERTY, ☐ NOT OCCUPIED THE PROPERTY SINCE________.
DATE SELLER PURCHASED THE PROPERTY?________
IS THE PROPERTY CURRENTLY LEASED? NO ☒ YES ☐ TERMINATION DATE OF LEASE:________
DOES THE PROPERTY CURRENTLY HAVE THE HOMESTEAD EXEMPTION? NO ☐ YES ☒

NOTICE TO BUYER AND SELLER:
In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially and adversely affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist the Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at the above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties that the parties may wish to obtain. It is based solely upon the Seller's knowledge of the property condition. This disclosure is not intended to be a part of any purchase and sale contract. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

THE FOLLOWING REPRESENTATIONS ARE MADE BY SELLER(S) AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEES.

(1) PLUMBING-RELATED SYSTEMS:

a. What is your drinking water source? Public ☒ Private Well ☐ Other Source ☐. If your drinking water is from a well or other source, when was your water potability last tested and what were the results?
____

b. Do you have a water softener? NO ☐ YES ☒ Do you have a reverse-osmosis system? NO ☐ YES ☐. If yes, are either/both in good working condition? do not know.

c. Do you have a sanitary sewer ☐ or septic system ☒? If a septic system, describe its location North of house

d. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines or any other plumbing related items? NO ☒ YES ☐. If yes, please explain:________

e. Are you aware of any septic tanks or wells on the property which are not currently in use? NO ☒ YES ☐. If yes, please explain:________

f. Are you aware of any plumbing leaks since you have owned the property? NO ☐ YES ☒ If yes, please explain: 1998 (?) All plumbing lines redone + replaced with PVC.

(2) ELECTRICAL SYSTEM:

a. Are you aware of any damaged or malfunctioning switches, receptacles, or wiring? NO ☒ YES ☐.

b. Are you aware of any conditions that materially affect the value or operating capacity of the electrical system? NO ☒ YES ☐. If you answered yes to 2a or 2b, please explain:________

(3) HEATING AND AIR-CONDITIONING:

Indicate existing equipment:

a. Air-conditioning: Central ☒ Window/Wall ☒ Number of units 1. Heating: Electric ☒ Gas ☐ Fuel Oil ☐ Other ☐

b. Fireplace: NO ☐ YES ☒. If yes, Gas ☐ Wood-burning ☒ Other ☐. Explain:________

c. Wood-burning Stove: NO ☒ YES ☐. If yes, please describe:________

d. Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO ☒ YES ☐. If yes, please explain:________

(4) MAJOR APPLIANCES:
Indicate existing equipment to be included in this sale:
a. Range ☒ Oven ☒ Dishwasher ☒ Microwave ☒ Disposal ☒ Trash Compactor ☐ Refrigerator ☐ Freezer ☐ Washer ☐ Dryer ☐.
b. Are any of these appliances leased? NO ☒ YES ☐. Are any of these gas appliances? NO ☒ YES ☐.
c. Is the water heater: Owned ☒ Leased ☐: Is the water heater: electric ☒ gas ☐.
d. Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed since you have owned the property? NO ☒ YES ☐. If yes, please explain:__________

(5) OTHER EQUIPMENT:
Indicate existing equipment:
Security System: NO ☒ YES ☐ Leased ☐ Owned ☐ Connected to Central Monitor ☐ Monthly Fee $________.
Smoke Detectors: NO ☐ YES ☒ If yes, number of smoke detectors: 2 [illegible]
Lawn Sprinkler System: NO ☐ YES ☒ If yes, sprinkler water source: [illegible] If well source, is there an iron filter? NO ☐ YES ☐. Is there a timer? NO ☐ YES ☒. If yes, is the timer automatic? NO ☐ YES ☒.
Garage door openers? NO ☐ YES ☐. If yes, number of transmitters? N/A.
Ceiling fans? NO ☐ YES ☒ If yes, number of fans? 3.

(6) POOLS/HOT TUBS/SPAS:
a. Does the property have a swimming pool? NO ☒ YES ☐: Hot tub? NO ☐ YES ☐: Spa? NO ☐ YES ☐.
b. If there is a pool, is there a pool heater? NO ☐ YES ☐. Is there an Auto Pool Cleaner? NO ☐ YES ☐.
c. Are you aware of any conditions regarding these items that materially affect the value of the property? NO ☒ YES ☐. If yes, please explain:__________

(7) CLAIMS AND ASSESSMENTS:
a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing, or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO ☒ YES ☐. If yes, please explain:__________
b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO ☒ YES ☐. If yes, please explain:__________

(8) DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS:
Are you aware:
a. Of any deed or homeowner restrictions? NO ☒ YES ☐.
b. Of any proposed changes to any of the restrictions? NO ☒ YES ☐.
c. Of any resale restrictions? NO ☒ YES ☐.
d. Of any restrictions relative to leasing the property? NO ☒ YES ☐.
e. If you answered yes to any questions in 8a-8d above, please explain:__________
f. Are access roads private ☐ public ☒? If private, describe the terms and conditions of the maintenance agreement:__________
g. If there is a homeowner's association, is membership mandatory? NO ☒ YES ☐, and are fees charged by the homeowner's association? NO ☐ YES ☐. If yes, please explain:__________

(9) PROPERTY-RELATED ITEMS:
Are you aware:
a. If you have ever had the property surveyed? NO ☐ YES ☒. If yes, date:__________(Provide copy).
b. If the property was surveyed, did you receive an elevation certificate? NO ☐ YES ☐. If yes, date ? . (If yes, please provide copy).
c. Of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO ☒ YES ☐.
d. Of any portion of the property that is fenced? NO ☒ YES ☐.
If you answered yes to any questions in 9a-9d above, please explain:__________

(10) ENVIRONMENT:
Was the property built before 1978? NO ☐ YES ☒
Are you aware:
a. Of any substances, materials, or products which may be an environmental hazard, such as, but not limited to asbestos, urea formaldehyde, radon gas, mold, lead-based paint, Chinese/defective drywall, fuel propane, or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO ☒ YES ☐. If yes, please explain:_____
If you answered yes to bottled gas or underground propane tank, are either of the units rented? NO ☐ YES ☐. If yes, who is the unit rented from, and what is the annual fee?_____
i. Of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO ☒ YES ☐. If yes, please explain:_____
ii. Of any corrosion to air-conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO ☒ YES ☐. If yes, please explain:_____
iii. Of any clean-up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO ☒ YES ☐. If yes, please explain:_____
b. Of any condition or proposed change in the vicinity of the property that does, or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO ☒ YES ☐.
c. Of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO ☒ YES ☐. If any answer to questions 10a-10c above was yes, please explain:_____

(11) FLOOD:
Are you aware:
a. If any portion of the property is in a special flood hazard area? NO ☐ YES ☒
b. If the property requires flood hazard insurance? NO ☐ YES ☒
c. Whether any improvements, including additions, are located below the base flood elevation? NO ☒ YES ☐.
d. Whether such improvements were constructed in violation of applicable local flood guidelines? NO ☒ YES ☐
e. If any portion of the property is seaward of the coastal construction control line? NO ☐ YES ☐. ?
If any answer to questions 11a-11e was yes, please explain:_____

(12) TERMITES, DRY ROT, PESTS, WOOD-DESTROYING ORGANISMS:
a. Do you have any knowledge of termites, dry rot, wood-destroying organisms (WDO) or pests affecting any improvements located on the property, or any structural damage to the property by them? NO ☒ YES ☐. If yes, please explain:_____
b. Have you had the property inspected for termites, dry rot, wood-destroying organism (WDO) or pests? NO ☐ YES ☒ If yes, what was the date of the inspection and the results? ?
c. Has the property been treated for termites, dry rot, wood-destroying organisms(WDO) or pests? NO ☒ YES ☐. If yes, list the date and nature of the treatment_____, Company name:_____
d. Is there a current termite bond on the property? NO ☒ YES ☐. If yes, does it cover repairs? NO ☐ YES ☐. Amount for repairs: $_____, Who currently holds the bond?_____. Is it transferable? NO ☐ YES ☐.

(13) ROOF-RELATED ITEMS:
Are you aware:
a. Of any roof or overhang defects? NO ☒ YES ☐. If yes, please explain:_____
b. If the roof has leaked since you have owned the property? NO ☐ YES ☒. If yes, what steps were taken to correct the problem? *Complete Replacement 2005*
c. If the roof has been replaced? NO ☐ YES ☒. If yes, when: *2005*. Were you provided with a written warranty? NO ☐ YES ☐. If yes, is the warranty transferable? NO ☐ YES ☐. ?

(14) STRUCTURE-RELATED ITEMS:

Are you aware:

a. Of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO ☒ YES ☐

b. Of any structural condition, or in the case of a homeowner's association, any condition in the common elements which would materially affect the value of the property? NO ☒ YES ☐

c. Of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO ☒ YES ☐

d. Of any active permits on the property which have not been closed by a final inspection? NO ☒ YES ☐. If any answer to questions 14a-14d was yes, please explain:__________________________

(15) OTHER MATTERS:

Is there anything else that materially affects the value of the property that was not previously disclosed? NO ☒ YES ☐. If yes, please explain:__________________________

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth herein is accurate and complete to the best of the Seller's knowledge as of the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained herein to prospective Buyers of the property. Seller understands and agrees that the Buyer will be notified in writing within five business days after Seller becomes aware of any information set forth in the disclosure statement that becomes inaccurate or incorrect during the term of the pending purchase by the Buyer.

Seller: [signature] Date: 2/2/2012

Seller: [signature] Date: 2/2/2012

RECEIPT AND ACKNOWLEDGEMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed above. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the Seller has knowledge. It is not intended to be a substitute for any inspections or professional advice that the Buyer may wish to obtain. An independent inspection by a licensed professional is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands that these representations are made solely by the Seller, and not by any Licensee.

Buyer hereby acknowledges receipt of a copy of this disclosure.

Buyer:____________________ Date:__________

Buyer:____________________ Date:__________

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Addendum No. a to the Contract dated February 2, 2012 between

CYNTHIA A LAUDENSLAGER and JAMES W LAUDENSLAGER (Seller)

and Andrea Sala (Buyer)

concerning the property described as:

2433 S PONTE VEDRA BLVD , PONTE VEDRA BCH, FL 32082-

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Buyer and Seller agree to modify Right to Inspect and Right to Cancel Addendum, Line 1, to reflect 60 days.

Line 49 of Residential Contract to be changed to on or before April 5, 2012

Date: 3/17/2012 Buyer: DocuSigned by: Andrea Sala F0071E1816IA1FF...

Date: ______ Buyer: ______

Date: 3/17/2012 Seller: [signature]

Date: 3/17/2012 Seller: [signature]

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